

RAIL LOGISTICS, LC

REGISTRATION NO. 28160 FILED

December 17, 2009

DEC 24 '09 -1 2 9 PM

SURFACE TRANSPORTATION BOARD



Secretary
Surface Transportation Board
395 East Street, S.W.
Washington, D. C. 20423

Dear Secretary:

Please find enclosed (1) original Bill of Sale (primary document) dated October 16, 2008 between the following parties:

Vendor/Seller: Railcar Custom Leasing, LLC
Purchaser/Buyer: Rail Logistics, LC

Also enclosed is Schedule A to Bill of Sale for equipment listing: (12) Woodchip cars involved in this transaction.

This filing is to appear in the index as follows: Bill of Sale dated October 16, 2008 related to (12) Woodchip cars bearing reporting marks; see Schedule A to Bill of Sale.

The filing fee for this document in the amount of \$41 is enclosed. Please return all stamped originals to my attention.

Should you have any questions or need further information, please do not hesitate to contact me at 913-491-0050.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nanci L. Norman".

Nanci L. Norman
Rate & Document Administrator

cc: Chris Mnichowski, CFO

ENCs

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SURFACE TRANSPORTATION BOARD

BILL OF SALE

RAILCAR CUSTOM LEASING, LLC, a Tennessee limited liability company (hereinafter called the "Vendor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over to RAIL LOGISTICS, LC (hereinafter called the "Purchaser") all right, title and interest of the Vendor in and to the railroad equipment described in Schedule A attached hereto (hereinafter called the "Equipment").

The Vendor hereby warrants to the Purchaser, its successors and assigns, that on the date hereof the Vendor had legal title in and to each unit of Equipment and good and lawful right to sell the same, that title to each unit of Equipment on such date was free from all claims, liens, encumbrances, security interests and rights of others of any nature (collectively the "Liens") other than Liens created by the Purchaser or by persons claiming by, through or under the Purchaser, and that the Vendor will defend such title to the Equipment forever against all adverse claims and demands whatsoever.

EXCEPT FOR THE REPRESENTATION AND WARRANTY AS TO TITLE SET FORTH HEREIN, VENDOR MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND RESPECTING THE EQUIPMENT WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED. VENDOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, NOR SHALL IT BE DEEMED BY THE TRANSACTION CONTEMPLATED HEREBY TO HAVE MADE ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR THE FITNESS FOR A PARTICULAR PURPOSE, DESIGN OR QUALITY OF WORKMANSHIP IN OR WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF.

IN WITNESS WHEREOF, the Vendor has caused this instrument to be signed by a duly authorized officer and its corporate seal to be hereunto affixed and duly attested, this 16th day of October, 2008

RAILCAR CUSTOM LEASING, LLC

By: Its: President

SCHEDULE A TO BILL OF SALE

12 woodchip cars bearing the following marks and numbers:

<u>Old Marks</u>	<u>Old Car Numbers</u>	<u>New Marks</u>	<u>New Car Numbers</u>
MCLX	5101	RRLX	5101
MCLX	5102	RRLX	5102
MCLX	5103	RRLX	5103
MCLX	5104	RRLX	5104
MCLX	5105	RRLX	5105
MCLX	5106	RRLX	5106
MCLX	5107	RRLX	5107
MCLX	5108	RRLX	5108
MCLX	5109	RRLX	5109
MCLX	5110	RRLX	5110
MCLX	5111	RRLX	5111
MCLX	5112	RRLX	5112